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ABSTRACT

The collective bargaining agreement between the University of Maine and the University of Maine Professional Staff Association, the professional unit of the National Education Association, covering the period July 1, 1985-June 30, 1987 is presented. Unit members are university employees and professional and administrative staff. Items covered in the agreement include: unit recognition; management and association rights; meet and consult provisions; personnel files; appointment, reappointment, and nonreappointment; job openings and promotions; employee termination; layoff and recall; soft money; professional rights; job descriptions; evaluation; work schedule; grievance procedures; checkoff and maintenance of membership; salaries; insurance; leaves; tuition waivers and professional development; use of personal automobile; outside employment; safety and health; nondiscrimination; no strike/lockout clauses; program transfer and elimination; and parking fees. Grievance forms are appended. (SW)

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ARTICLE 1
RECOGNITION

A. The Board of Trustees of the University of Maine (hereafter the Board) recognizes the University of Maine Professional Staff Association (MTA/NEA) (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine employees, as defined in the University of Maine Labor Relations Act, in the professional and administrative staff bargaining unit (hereafter unit members). Unit members are University employees in titles included in the professional and administrative staff bargaining unit as a result of the Certification by the Maine Labor Relations Board on March 30, 1979, and any subsequent agreements reached between the parties.

B. The parties agree that during the term of this Agreement in the event new titles are created which may result in additions to or exclusions from the bargaining unit, the University shall inform the Association regarding such new titles within the first seven (7) days of February, April, June, August, October and December of each year. The parties will discuss and attempt to reach agreement regarding the appropriate unit placement of such new titles and of existing titles when changes in their job descriptions occur which may result in additions to or exclusions from the bargaining unit.

C. If the parties disagree on the placement of a title, the matter may be referred to the Maine Labor Relations Board by either party for determination.

D. If the parties disagree on the placement of a title and the final determination places the title in this bargaining unit, the individual(s) shall be entitled to applicable salary and fringe benefits contained in this Agreement, retroactive to the effective date of change.

ARTICLE 2
MANAGEMENT RIGHTS

A. The Board of Trustees (hereafter Board) and the Association agree to maintain the academic character of the University of Maine (hereafter University) as an institution of higher education.

B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and

the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.

C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.

D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine Labor Relations Act for unit members.

ARTICLE 3
ASSOCIATION RIGHTS

A. 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.

2. The Association shall be allowed reasonable use of the intra campus mail system. The Association shall pay only the amount required of campus organizations for this privilege.

3. The University shall allow at no cost to the Association the listing of a campus or other designated phone number for the Association in each campus directory.

4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privilege.

5. The Association shall have access to the use of available campus office equipment at reasonable times.

6. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.

B. 1. Within the first seven (7) days of February, April, June, August, October and December of each year and at no cost to the Association, the University shall supply the Association with a listing of the names, addresses, salaries, titles, departments, current appointment dates, funding source (i.e. whether soft money or not), job status (i.e. part-time or full-time), length of work year, and type of work schedule of all unit members and employees who, upon completion of their six (6) months exclusionary period, will be unit members. This list shall be ordered by campus and by department.

2. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees.

C. 1. a. Nine (9) negotiating team members designated by the Association shall be permitted to participate in collective bargaining negotiations with the University during the normal working hours of the University upon notification by the Association that negotiations are requested.

b. The designated negotiating team members shall inform their supervisors prior to leaving the work site to participate in negotiations.

c. The Association acknowledges that negotiating team members must fulfill their assigned responsibilities.

d. The Association shall inform the University of the names of the nine (9) designated negotiating team members as far in advance of negotiations as is practicable.

2. a. The Association may designate one grievance chairperson for each campus except the UMO, USM, and CO/SWS shall each be entitled to two grievance chairpersons.

b. The grievance chairpersons shall have the right to investigate grievances, consult with the grievant and prepare for and attend grievance hearings or meetings during the normal working hours of the University.

c. The grievance chairperson shall inform his/her supervisor prior to leaving the work site.

d. The Association commits itself to a reasonable use of this privilege and understands that a grievance chairperson

must fulfill his/her assigned responsibilities.

3. Designated Association leaders shall be granted up to a combined total of twenty-five (25) days to attend conferences and/or training sessions sponsored by the Association. Written notice of such sessions shall be provided at least thirty (30) days prior to the event to the appropriate supervisor with a copy to the office of the Associate Vice Chancellor for Employee Relations.
4. The Association shall provide the University with a list of all unit members who are to be grievance chairpersons. Any changes shall be promptly reported.
5. Upon notice to the appropriate supervisor, the Association president shall be granted release time to perform Association business during the normal working hours of the University on up to twenty (20) days per fiscal year. The number of days available for this purpose shall be prorated in the fiscal year in which this Agreement is executed.

D. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine at Orono and the University of Southern Maine. An office shall be provided to the Association if available.

ARTICLE 4
MEET AND CONSULT

A. The parties agree in the best interest of employee morale and effective delivery of services that, periodically, University administrators shall meet with the unit members under their supervision to discuss the status, direction, and/or proposed alterations of the program(s).

B. 1. Upon request of either party the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.
   2. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the offices of the Associate Vice Chancellor for Employee Relations and the Association's Higher Education Representative.

3. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed eight (8) persons. Four (4) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
4. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed six (6) persons. Two (2) meetings per year per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
5. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.
6. Matters of common concern, other than those specified in paragraph B.1, may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

ARTICLE 5
PERSONNEL FILE

A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate material relating to the unit member's employment. Handling of sensitive documents which are prepared for retention in official personnel files should occur with regard for the subject employee's concern for appropriate privacy and the University's

proper interests.

B. Unit members shall be sent a copy of all material henceforth placed in the file at the same time as it is placed in the file. Anonymous or unattributed material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate file material.

C. Unit members shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept. Upon the payment of five (5) cents per page of copying, a unit member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.

D. Unit members are encouraged to periodically review their file It shall be the responsibility of each unit member to annually update the personnel file including any relevant professional accomplishments.

E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal.

F. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations regarding a specific personnel action by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific action.

G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.

H. The Association or a duly designated representative shall have access to a unit member's personnel file providing written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.

I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal

or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.

ARTICLE 6
APPOINTMENT, REAPPOINTMENT AND NON-REAPPOINTMENT

A. Appointment
Persons appointed to positions which under the University of Maine Labor Relations Act would result in bargaining unit status shall be given an appointment which includes a probationary period.

B. Probationary Period
1. Each new employee shall be required to serve an initial probationary period. The length of such probationary period shall be determined by the University but shall not exceed two (2) years and shall be made known in writing at the time of the initial appointment. The length of the probationary period in the case of appointments which are the result of soft money funding shall not exceed nine (9) months as specified in Article 10, Soft Money.
2. During the probationary period, the person shall be evaluated in writing prior to the completion of the initial six (6) month period of the appointment and at least annually thereafter.
3. A unit member shall be given at least three (3) months written notice that his/her employment will be discontinued within the probationary period, or that he/she will not be reappointed beyond the probationary period. Such notice shall not be required in the event of the termination of a unit member for just cause during the probationary period, the expiration of non-renewable fixed length appointment, or the cessation of funding in the case of a unit member with a soft money appointment.

C. Reappointment
Except for unit members with soft money or non-renewable fixed length appointments, unit members who are reappointed beyond the probationary period shall receive a continuing appointment. Unit members with soft money or non-renewable fixed length appointments shall not be eligible for continuing appointment status.

D. Information to be provided to unit members

A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent, showing the current terms of appointment contained in the payroll-personnel system at the time of appointment, and within ten (10) days as changes occur therein. The unit member shall also be supplied with current information regarding:

1. the existing evaluation system applicable to the unit member;
2. the unit member's job description;
3. a copy of this Agreement;
4. the unit member's work schedule (regular or flexible); and
5. fringe benefits.

E. Appointment Status

1. "Probationary appointment" shall mean an appointment which is without continuing appointment status and which is neither a soft money nor non-renewable fixed length appointment.

   Probationary appointees may be removed subject to the provisions of this Article; Article 7, Job Openings and Promotions; Article 8, Termination; or they may leave employment by resignation or retirement.
2. "Continuing appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 8, Termination, or Article 9, Layoff and Recall, or by resignation or retirement.
3. "Soft money appointment" shall mean an appointment which is the result of external funding from agencies, institutes or organizations over which the University has no financial control. Appointments which are the result of soft money funding shall include a probationary period which shall be in accordance with Section B of this Article. A unit member with a soft money appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding except as provided in Article 10, Soft Money.
4. "Non-renewable fixed length appointment" shall mean an appointment which is for a specified duration which shall not exceed two (2) years. Non-renewable fixed-length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and University. Non-renewable fixed length

appointments shall be used only for employees in classifications where such appointments have previously been used, and other similar circumstances. Non-renewable fixed length appointments shall include a probationary period in accordance with Section B of this Article. Employment thereafter shall be for the length of the appointment except in the case of termination for just cause.

ARTICLE 7
JOB OPENINGS AND PROMOTIONS

A. Career Ladders

1. Classification structures providing for non-competitive promotion from one title to others within the professional bargaining unit shall be maintained. Procedures for such promotions may be revised or developed by the University during the period of this Agreement. The University will provide affected unit members with an opportunity to comment regarding revised or developed procedures. The University will notify the Association of such changes. Upon receipt of such notification the Association will have a period of ten (10) working days in which to review the revised or developed procedures and approve or disapprove. If the Association fails to respond within ten (10) working days, the Association shall be deemed to have approved such revisions or developments.
2. The University and the Association shall establish a joint committee comprised of an equal number of representatives of each party, the number to be determined by mutual agreement. The committee shall conduct a study of the salaries of professional unit members and persons in titles leading to inclusion in the professional unit, and existing and alternative criteria for determining such salary levels. A report of the findings shall be submitted by the committee to the parties prior to the expiration of this agreement.

B. Job Openings

1. Whenever a job opening occurs for a position or title included or leading to inclusion within the professional bargaining unit, internal candidates may be selected for such opening in accordance with the applicable Affirmative Action plan.
2. After completion of the procedures described in Section B.1

of this Article, notice of any resulting job opening for a position or title included or leading to inclusion within the professional bargaining unit shall be posted as follows:

a. Such notices shall be placed on designated bulletin boards at each campus throughout the University. The location of such bulletin boards shall be communicated to unit members at each campus within thirty (30) days of the execution of this Agreement.

b. Such notices shall be included in campus employee newsletters published by the University at the campus at which the opening exists, if such publication can be accomplished in a timely fashion.

c. A copy of such notices shall be promptly furnished to the Association.

d. Such notices shall include, at a minimum, a summary of the duties to be performed, the qualifications and the salary range for the position.

e. Such notices shall be posted for five (5) work days prior to the general advertisement of the position.

3. Applications shall be submitted in writing in accordance with the notice of the opening and the applicants shall identify themselves as unit members.

4. Unit members from the campus at which the opening exists shall be considered prior to other applicants.

5. The unit member best qualified for the position may be selected to fill the opening. Where two or more applicants are equally qualified, the applicant with the greatest length of relevant University service, if any, shall be selected.

C. 1. Unit members with continuing appointments who are selected for such an opening shall be required to serve a sixty (60) day probationary period in the new position. Except in cases of termination for just cause, a unit member who is not continued in the new position during or at the conclusion of this probationary period shall have the right to return to his or her former position and resume the continuing appointment. Unit members who are continued in the new position after the conclusion of this probationary period shall be given a new continuing appointment except in cases where the new appointment is a soft money or non-renewable fixed length appointment.

2. Unit members with probationary, non-renewable fixed length

or soft money appointments who are selected for such an opening shall have the status of new employees and shall serve a probationary period in the new position which shall not exceed one (1) year. The unit member's related University experience, if any, shall be considered by the University in the determination of the length of the probationary period in the new position.

D. The University shall post notices of vacancies for professional positions which are not included in the bargaining unit.

ARTICLE 8
TERMINATION

A. Definitions:
   1. "Termination" shall mean the removal from employment of: 1) a unit member with a continuing appointment at any time; 2) following completion of the probationary period, a unit member with a non-renewable fixed length appointment or soft money appointment during the period of the appointment or funding for the position; or 3) a unit member during the probationary period without three (3) months notice as provided in Article 6, Appointment, Reappointment and Non-Reappointment.
   2. "Suspension" shall mean the temporary removal of a unit member from the performance of duties. Suspension may be with or without pay.
   3. "Discipline" shall mean such things as written reprimands, punitive demotions or transfers or unusual limitations on access to University facilities or services.

B. No unit member shall be terminated, suspended without pay or disciplined without just cause.

C. A unit member who is terminated, suspended or disciplined shall be given prompt written notice of the action taken and the reasons therefor.

D. Prompt written notice of the termination, suspension or discipline of any unit member shall be given to the Association's respective campus grievance chairperson or campus chapter president.

E. A unit member may be suspended with pay for up to five (5) working days in order to conduct an investigation which may result in termination, suspension without pay or discipline. The

unit member may be represented by an Association representative during the investigation who shall receive copies of any correspondence to the unit member regarding the investigation.

F. A written reprimand shall not remain in effect for a period of more than two (2) years from the date of occurrence upon which the reprimand is based, provided that the unit member has not otherwise been disciplined during such period.

ARTICLE 9
LAYOFF AND RECALL

A. "Layoff" shall mean the discontinuance of a unit member with a continuing appointment at any time for bona fide financial or program reasons.

B. 1. The University shall designate the layoff unit within which layoff may occur and the positions within said layoff unit which will be eliminated.

   a. Unit members within the designated layoff unit shall be grouped into the following categories:

      i. unit members without continuing appointments.

      ii. unit members with continuing appointments with less than five years of relevant University service.

      iii. unit members with continuing appointments with at least five years but less than ten years of relevant University service.

      iv. unit members with continuing appointments with at least ten but less than fifteen years of relevant University service.

      v. unit members with continuing appointments with fifteen or more years of relevant University service.

   b. Unit members who occupy a position which will be eliminated within the designated layoff unit may retain employment in another position within the layoff unit which will not be eliminated provided that:

      i. The position to be retained is occupied by a unit member in a lower numbered category;

      ii. Retention of employment shall be in that position, if any, which is occupied by a person in the lowest category in the layoff unit for which the unit member in the position to be eliminated possesses skills, training

and qualifications necessary to perform the services to be maintained.

iii. Qualifications referenced in 9.B.2.b.ii as determined by the University shall be reasonably related to the services to be maintained.

c. Selection for layoff among unit members within the same category in the layoff unit shall be based upon assessment by the University of relative skills, experience and evaluations, the needs of the University, and affirmative action goals.

C. 1. Unit members with continuing appointments with less than five (5) years service shall receive at least six (6) months notice of layoff in writing or four (4) months pay in lieu of notice. Unit members with continuing appointments with five (5) or more years of service shall receive at least six (6) months notice of layoff or the equivalent in pay in lieu of notice, and the following additional months of severance pay after active employment ceases based on their length of service:

Years of Service	Severance Amount in Months
5 up to 6	1
7 - 8	2
9 - 10	3
11 - 12	4
13 - 14	5
15 - 16	6
17 - 18	7
19 - 20	8
21 - 22	9
23 - 24	10
25 - 26	11
27 or over	12

One-half of the number of months of additional severance pay for which the unit member is eligible will be paid as a lump sum payment at the time of layoff. For this purpose, the number of months to be paid as a lump sum will be rounded to the next full month if a fraction. Severance pay which is paid as a lump sum will be unaffected by future employment with the University. The remainder of the severance pay shall be paid

on a monthly basis for the number of months remaining in the severance pay period. If the unit member is reemployed by the University during this portion of the severance pay period, remuneration under this Article shall be reduced by the amount of salary paid in the position in which reemployed. Severance payments shall include the University's contribution to the TIAA-CREF retirement plan and deductions for the unit member's contribution to TIAA-CREF retirement plan shall be made from the severance payments.

2. Unit members who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one (1) year following the effective date of layoff, except if recalled within three (3) months, the University shall reimburse the unit member for the University's share of the premium payment.
3. Unit members who have accumulated unused annual leave balances shall be reimbursed for such balance.
4. Unit members recalled after layoff shall not be considered to have suffered a break in service for purposes of seniority and sabbatical eligibility.

D. At the time of notice of layoff, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for laid off unit members. All offers and acceptances shall be in writing.

E. 1. For two (2) years following the effective date of layoff, a unit member who has been laid off, who indicates a desire to be placed on a recall list, and who is not otherwise employed in an equivalent full-time University position, shall be offered reemployment in the same position at the campus at which previously employed at the time of layoff should an opportunity for such reemployment arise. The unit member shall resume the continuing appointment upon recall. The unit member shall receive the same salary which was received at the time of layoff plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement.

2. a. For two years following the effective date of layoff all persons on the recall list shall regularly be sent University position vacancy announcements in the unit for any other positions which result after completion of the procedures described in Article 7, Job Openings and Promotions,

section B.1. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.

b. Upon application, persons on the recall list shall be offered reemployment in a substantially similar position at the campus at which previously employed at the time of layoff should an opportunity for such reemployment arise. The unit member shall resume the continuing appointment upon recall. The unit member shall receive the same salary which was received at the time of layoff plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement or the salary for the position if higher or lower.

c. Persons on the recall list shall be considered for any other vacancy described in section E.2.a of this Article upon application together with active unit members at the campus at which the vacancy exists.

3. Any offer of appropriate reemployment pursuant to this Article must be accepted within fourteen (14) days after the date the offer is received. In the event such offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article. The Association is not barred from grieving this section.

F. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of layoff. The University will inform unit members in writing prior to the effective date of the layoff of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.

G. When a layoff is ordered, the University shall make available to the Association all relevant information upon request.

H. In the event of layoffs the University shall establish a recall list and promptly supply the Association with the list and any subsequent changes.

I. This Article does not refer to unit members with probationary, soft money or non-renewable fixed length appointments.

ARTICLE 10
SOFT MONEY

A. 1. New employees with soft money appointments shall be required to serve an initial probationary period which shall be determined by the University but shall not exceed nine (9) months in length. Employment thereafter shall be contingent on continued funding from the granting agency for the position except as described in Section A.2. A unit member with a soft money appointment who has completed the probationary period for the position will not be terminated except for just cause. Written notice of cessation of employment as a result of discontinuation of funding from the granting agency shall be given as soon as possible to the unit member and to the Association.

2. a. In the event that bona fide financial or program reasons exist for the discontinuance of a unit member with a soft money appointment, the University may designate a unit within which such discontinuance may occur.

b. Unit members within the designated unit shall be grouped into the following categories:

i. unit members within a probationary period;

ii. unit members beyond a probationary period with less than five years of relevant University service;

iii. unit members beyond a probationary period with at least five years of relevant University service.

c. Unit members who occupy a position which will be eliminated within the designated unit may be retained in another position within the designated unit which will not be eliminated provided that:

i. the position to be retained is occupied by a unit member in a lower numbered category; and

ii. retention of employment shall be in that position, if any, which is occupied by a person in the lowest category in the designated unit for which the unit member possesses skills, training, and qualifications which are at least substantially equal to those of the incumbent.

d. Selection for discontinuance among unit members within the same category in the designated unit shall be based upon assessment by the University of relative skills, experi-

ence and evaluations, the needs of the University, and affirmative action goals.

B. 1. A unit member with a soft money appointment who has completed the probationary period for the position and whose employment ceases pursuant to Section A of this Article shall be eligible to participate at his/her cost in University group life and health insurances for one year following the effective date of cessation of employment, except if recalled within three (3) months the University shall reimburse the unit member for the University's share of the premium payment.

2. Unit members recalled after such cessation of employment shall not be considered to have suffered a break in service for purposes of seniority and sabbatical eligibility.

C. 1. For two (2) years following the effective date of cessation of employment, such unit member who indicates a desire to be placed on a recall list, and who is not otherwise employed in an equivalent full-time University position, shall be offered reemployment in the same position at the campus at which previously employed at the time of cessation of employment should an opportunity for such reemployment arise. The unit member shall receive the same salary which was received at the time of cessation of employment plus any nondiscretionary increases in salary or benefits received by the unit covered by this Agreement.

2. a. For two years following the effective date of cessation of employment, all persons on the recall list shall regularly be sent University position vacancy announcements in the unit for any other positions which result after completion of the procedures described in Article 7, Job Openings and Promotions, section B.1. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.

b. Upon application, persons on the recall list shall be offered reemployment in a substantially similar soft money position at the campus at which previously employed at the time of layoff should an opportunity for such reemployment arise. The unit member shall receive the same salary which was received at the time of cessation of employment plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement or the

salary for the position if higher or lower.

c. Persons on the recall list shall be considered for any other vacancy described in Section C.2.a of this Article upon application together with active unit members at the campus at which the vacancy exists.

3. Any offer of appropriate reemployment pursuant to this Article must be accepted within fourtheen (14) days after the date the offer is received. In the event such offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article. The Association is not barred from grieving this section.

D. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of cessation of employment. The University will inform unit members in writing prior to the effective date of cessation of employment of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.

E. The University shall establish a recall list and promptly supply the Association with the list and any subsequent changes in said list.

ARTICLE 11
PROFESSIONAL RIGHTS

No unit member shall be harrassed, intimidated, coerced or disciplined by the University as a result of negative public reaction arising from the appropriate professional performance of assigned work.

ARTICLE 12
JOB DESCRIPTIONS

A. The University will annually review with each unit member his or her existing job description.

B. When significant changes in the unit member's assigned responsibilities occur the University, with input from the unit member, shall promptly revise the official job description.

C. Copies of any initial or revised official job description shall be promptly provided to the unit member and placed in the unit member's personnel file. A copy of any initial or revised official

job description for each unit member shall be promptly supplied to the Association upon request.

D. If a unit member believes the job description does not accurately describe his/her assigned responsibilities, that person shall prepare a written addendum to the job description and provide it to the appropriate supervisor for inclusion in the file.
If any dispute results, the University shall make a reasonable effort to resolve the dispute as soon as possible.

ARTICLE 13
EVALUATION

A. The University shall provide an evaluation system(s) for the continuing assessment of each unit member's job performance. Each evaluation system shall contain a statement of applicable evaluation criteria, which shall be related to skills, abilities, knowledge, and other factors relevant to the performance of the unit member's assigned duties.

B. Evaluations shall be conducted at least once each year after the probationary period is completed, and as scheduled in Article 6, Appointment, Reappointment and Non-Reappointment, for employees within their initial probationary period.

C. Each evaluation system shall provide for an evaluation by a supervisor(s) of the unit member. The supervisor may request additional input from other persons, including but not limited to other University employees familiar with the unit member's work, peers, clients or users of services. Such input, where utilized in the evaluation of a unit member, will be systematically requested.
In those units where such additional input has been obtained in the past, this practice shall not be arbitrarily discontinued.
Nothing in this section shall prohibit a unit member from requesting such input from other University employees, peers, clients or users of services.

D. The unit member shall be provided with an opportunity to meet with the supervisor responsible for the conduct of the evaluation for discussions of the unit member's performance. This meeting shall not be recorded by means of an audio or video recorder without mutual consent of the participants. The written evaluation and/or discussion shall include specific comment on the unit member's strengths and weaknesses, and where necessary, shall

suggest or direct specific methods for improvement.

E. A copy of the final written evaluation shall be provided to the unit member within one week of its completion by the supervisor.

F. The unit member shall sign and return a copy of the evaluation to the supervisor within seven (7) calendar days of its receipt by the unit member only for the purpose of acknowledging receipt of the evaluation. An unsigned copy of the written evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within the seven (7) day period.

G. The unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.

H. The evaluation and timely response, if any, shall become part of the personnel file.

ARTICLE 14
WORK YEAR / WORK WEEK / WORK SCHEDULE

A. Work Year
   1. The work year for each unit member shall be for the number of months specified by the University and shall include annual leave and holidays as specified in Article 19, Leaves. The University shall notify unit members of the work year at the time of the appointment.
   2. The length of the work year for each unit member shall not be changed arbitrarily.

B. Work Week / Work Schedule
   1. It is the responsibility of the University to assign and schedule the work of professional unit members to provide services to the various segments of the University community and meet other University objectives.
   2. Each unit member shall be assigned by the University to either a regular or a flexible work schedule. The University shall make a reasonable effort to assign unit members to the type of work schedule which best achieves the responsibilities of the position. Consideration in such assignments should include the following:
      i. The hours and days within a regular work schedule may be varied by the University from time to time.
      ii. The work of unit members who are assigned to a flexible

work schedule is not measured in a fixed number of hours per week.

3. The length of the work week for full-time regular unit members who are assigned to a regular work schedule shall be a forty (40) hour week, except that normal work weeks of other lengths which are in existence for full-time regular unit members at the time of execution of this agreement, which have been established by the University, shall be continued. The regular work schedule for such unit members shall be determined by the University, and shall not be changed arbitrarily. Where the regular work schedule is changed without the unit member's consent, the University will give the unit member reasonable notice of the change. The work day for a unit member working on a Saturday, Sunday, or a holiday, shall be one-half hour less than the normal work day for other work days.
4. Unit members who are assigned to a flexible work schedule shall be expected to meet reasonable work demands. Assignments to unit members with flexible work schedules in the same or related classifications within a department shall be equitably distributed. The University may establish basic scheduling requirements within which unit members shall, with the approval of their supervisors, arrange their work schedules on a periodic basis. Such work schedules may vary from time to time to meet seasonal or other changed demands or circumstances.

C. Compensatory Time

1. Unit members having regular work schedules shall earn one (1) hour of compensatory time for each hour worked in excess of forty (40) hours in a week, or in excess of the number of hours in the normal work week if other than forty (40) hours, except that unit members having regular work schedules shall earn one and one-half (1 1/2) hours of compensatory time for each hour worked in excess of forty-five (45) hours in a week.
2. When a unit member with a flexible work schedule is assigned a workload exceeding reasonable work demands as described in Section B.4 of this Article, compensatory time shall be afforded.
3. No compensatory time shall be granted for any work which is scheduled without prior approval of the unit member's appro-

priate supervisor.

4. A claim for compensatory time must be made by the unit member within seven (7) working days of the date on which the work was performed. A form for this purpose shall be developed by the University and shall be used by any unit member claiming compensatory time earned.
5. Compensatory time shall be taken by mutual agreement of the supervisor and unit member within one (1) year of the date earned. Agreement of the supervisor for the use of compensatory time off shall not be unreasonably withheld. Compensatory time not used within one (1) year of the date earned shall be forfeited.
6. A unit member may request a waiver of paragraph 5 above, if the demands of his/her position make it difficult to take the compensatory time within one (1) year of the date earned.

D. Nothing in this Article shall prohibit the University from maintaining, establishing, or altering procedures to record the hours worked by unit members.

E. The University may at its option elect to provide a stipend in lieu of compensatory time to unit members who are entitled to compensatory time in accordance with this Article. Where provided, such stipend shall be of an amount appropriate to the unit member's time commitment and base salary, except that existing policies establishing additional compensation rates which have general application shall be maintained. Whenever possible, unit members with flexible work schedules shall be informed in advance of the University's election as to the form of compensation.

ARTICLE 15
GRIEVANCE PROCEDURES

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein.

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the University and

a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.

2. A "grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays, as described in Article 19, Leaves.

B. Informal Procedure:

A complaint may be presented informally to the administrator whose decision or action is being contested.

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussion, the grievant, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the administrator whose action or decision is being contested the written signed grievance form (Appendix A). Notice in writing that a decision will be effective at a future date shall constitute an act for purposes of initiation of this grievance procedure. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 2: In the event satisfactory resolution has not been achieved in Step 1, the grievant, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward the grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation to the chief administrative officer or his or her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written, signed grievance form referred to in Step 1. A grievance so presented

shall be answered in writing within twenty (20) days of the receipt of the grievance.

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the Chancellor or his or her designee the written grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or the Chancellor's designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 4: a) In the event a grievance is not satisfactorily resolved at Step 3 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that affect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 3 answer or the date the answer is due, if no answer is provided. The parties shall confer within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.

b) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.

c) The arbitrator shall have no authority to substitute his or her judgment for the professional judgment exercised by the Chief Administrative Officer or Board of Trustees or designee(s) in cases regarding:

1) the decision not to continue the unit member beyond the probationary period;
2) initial bona fide decision of the University to lay off or to terminate a program or portion thereof.

d) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected unit members.

e) An arbitrator may award lost compensation where appropriate to remedy a violation of the agreement, but the arbitrator may not award other monetary damages or penalties.

f) In no case shall the arbitrator award a continuing appointment as a remedy nor shall an arbitrator's decision awarding employment beyond the probationary period entitle the unit member to a continuing appointment except where the unit member would have been granted a continuing appointment by the University but for a violation of this Agreement.

g) If a unit member is reappointed at the direction of an arbitrator, the chief administrative officer may reassign the unit member during such reappointment to some mutually agreed upon assignment.

D. Duplicate Proceedings:

A grievance alleging a violation of the non-discrimination article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his or her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal or state law or regulation. Notwithstanding the preceding sentence, if the processing of a grievance is not completed within one hundred fifty (150) days of the date of the alleged violation, the restriction provided in the preceding sentence shall not be applicable where a complaint is filed thereafter with the Maine Human Rights Commission or their successor agencies with respect to the same claim.

E. Rights and Responsibilities of the Grievant, University and Association:

1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.
2. A unit member may be represented at any level of the grievance

procedure only by an Association designated representative, or professional staff or counsel of the Maine Teachers Association.

3. When a unit member is not represented by the Association at Step 1 or 2, the Association shall have the right and reasonable opportunity to be present at any meeting between the grievant and the University after the submission of the written signed grievance form.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
5. The forms which must be used for filing a grievance (Appendix A) and any subsequent review (Appendix B) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 2 and 3, the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. The costs of arbitration will be borne equally by the University and the Association. Such shared cost shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.

10. No complaint informally resolved or grievance resolved at Steps 1, 2 or 3 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Association.
11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Chancellor or designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.
12. Grievances will be scheduled for arbitration in the order in which the University receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single artibtrator.

ARTICLE 16
CHECKOFF AND MAINTENANCE OF MEMBERSHIP

A. Within sixty (60) days of the effective date of this Agreement, all unit members who are not members of the Association shall elect one of the following alternatives: a) membership in the Association; b) payment to the Association of a representation fee; c) exclusion from the two other alternatives. Any person employed by the University who becomes a unit member following the effective date of this Agreement and is not a member of the Association shall make an election of one of the above-described alternatives within thirty (30) days after becoming a unit member. Each unit member shall provide the Association and the University with written notification of his or her election. A failure to choose membership or the representation fee options within the applicable period specified herein shall constitute an election of exclusion from the two other alternatives. Except as otherwise provided in Section B of this Article, unit members shall be bound by their election for the term of this Agreement.

B. Unit member who are members of the Association as of the effective

date of the Agreement or who, thereafter, during its term, become members of the Association shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association and elect either the service fee or exclusion from the two other alternatives during the period from August 15 to September 15 of a given year.

C. Unit members who elect the representation fee, which is for the costs associated with the negotiation and the continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members, shall during the term of this Agreement be assessed monthly at the rate of ninety-five (95) percent of the amount of the annual membership dues divided by twelve (12).

D. The University agrees to deduct in monthly installments the regular annual dues of the Association or the monthly representation fee from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th day of the month following the month in which such deductions have been made.

E. The University shall not be responsible for making any deduction for dues or fees if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event it will be the responsibility of the Association to collect the dues or fees for that pay period directly from the unit member.

F. The University's responsibility for deducting the above dues or fees from a unit member's salary shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit or 3) resignation from membership under paragraph B, which shall be effective on September 1 in the year given.

G. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph D.

H. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorneys' fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.

I. The Association and the University shall develop appropriate forms to authorize payment of the representation fee or to elect exclusion from the membership and representation fee options.

J. Profesional and administrative employees who upon completion of six months of employment will become unit members in accordance with the University of Maine Labor Relations Act may voluntarily become members of the Association and utilize payroll deductions for payment of dues during the six month initial period of employment prior to becoming unit members.

K. The University shall inform all unit members in writing of their obligation to make an election as specified in paragraph A above. Such notice shall be given to individuals in writing within five (5) days after becoming bargaining unit members or within five (5) days after the execution of this Agreement whichever is applicable.

ARTICLE 17
SALARIES

A. 1. Effective July 1, 1985, the salaries of current unit members shall be increased by 5% of the June 30, 1985 base salary. Additionally, the base salaries of unit members with at least three years of consecutive regular University service as of June 30, 1985 shall then also be increased by the annual amounts listed below, effective as of July 1, 1985.

For unit members, who as of 6/30/85 have the following years of continuous regular University service:	Amount of Additional Annual Salary

at least 3 but less than 5	$350.00
at least 5 but less than 7	$400.00
at least 7 but less than 9	$450.00
at least 9 but less than 11	$500.00
at least 11	$600.00

2. Effective July 1, 1986 the salaries of unit members shall be increased by 6% of the June 30, 1986 base salary.

B. Any unit member employed as a librarian who is promoted to another position as a librarian with the collective bargaining unit shall be guaranteed an increase in base salary on the effective date of the promotion. The minimum amount of the increase shall be $550. Existing policies guaranteeing a larger increase in the event of such promotion shall be continued.

C. 1. The University, with the concurrence of the subject unit member, may increase the base salary of any unit member by an amount of up to 13.5% or $2,550 whichever is greater, provided that:
   a. the unit member has been assigned significant additional responsibilities, and
   b. the increase does not create inequities with respect to unit members who hold position(s) with similar functions and working conditions and which require substantially similar skill, effort and responsibility.
2. The University shall promptly notify the Association of the salary adjustments described in Section C.1. This shall constitute the notice specified in Article 15.C.
3. In the event that disputes regarding section C become the subject of arbitration, the arbitrator shall have no authority to require any other salary adjustment affecting any other person.

ARTICLE 18
INSURANCES

A. 1. The University shall provide the existing or equivalent health insurance plan for full-time regular unit members. The University will make available the existing or equivalent spouse or family coverage for full-time regular unit members. Premiums for this insurance shall be paid in full by the University.
2. The University will make available to eligible part-time regular

unit members personal and spouse and/or family health insurance coverage equivalent to the coverage which is made available to full-time regular unit members. Eligible part-time regular unit members are unit members who work at least three-quarters (3/4) time, or who work at least one-half (1/2) but less than three-quarters (3/4) time and have at least two continuous years of University service. The University and unit member will each pay one-half (1/2) of the premium cost for such insurance.

B. 1. The University shall provide the existing or equivalent basic life insurance plan for full-time regular unit members. Premiums will be paid by the University.

2. The University will provide to eligible part-time regular unit members life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular unit members. Eligible part-time regular unit members are unit members who work at least three-quarters (3/4) time, or who work at least one-half (1/2) but less than three-quarters (3/4) time and have at least two continuous years of University service. Premiums for this insurance will be paid in full by the University.

C. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, accidental death and dismemberment insurance, and long-term disability insurance. The cost for these insurances will be borne by the University and/or unit members in accordance with existing practice.

ARTICLE 19
LEAVES

A. 1. Upon timely written request of a unit member, the chief administrative officer or his/her designee may grant a leave without pay for a period not to exceed one year. Such leaves may be requested for personal reasons including, but not limited to leave for the purpose of further education or leave on the occasion of the birth of a child to a unit member or the adoption of a child by a unit member. Such leave may be extended by the chief administrative officer or his/her designee upon timely written request of the unit member for up to two successive one-year periods. Upon return the salary of the unit

member shall be adjusted to reflect all nondiscretionary increases distributed during the period of leave. The University shall provide that retirement and appropriate insurance coverage for periods of leave without pay will be available to the unit member at his or her expense. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on leave without pay shall not be credited toward completion of probationary periods.

2. Leaves, without pay, granted under this provision for educational purposes, may be to acquire or complete an academic degree, to gain practical experience in one's field, or to participate in an educational opportunity valuable to the individual, the department or the campus.

   While on a leave without pay for educational purposes, the University shall contribute its proportionate share to retirement and appropriate insurance programs if the unit member chooses to participate in those programs. Upon return, the salary of the unit members shall be adjusted to reflect all nondiscretionary increases distributed during the period of leave. While on leave, the unit member shall retain accumulated sick leave and annual leave. Time spent on educational leave without pay may be credited toward completion of probationary periods if agreed to in writing by the unit member and the chief administrative officer or his/her designee.

B. 1. Full-time regular unit members shall earn one and two-thirds (1 2/3) days of disability leave for each monthly period, or major portion thereof, of employment within the unit member's work year. Part-time regular employees shall earn disability leave on a pro-rata basis.

2. Unit members may henceforth accumulate disability leave up to a maximum of one hundred fifty (150) days.

3. The University shall provide each unit member with an annual statement showing disability days earned, utilized and accumulated. This statement shall be furnished to unit members within sixty (60) days after the execution date of this Agreement and thereafter during the month of October of each year.

4. a. A unit member who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental

impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty.

b. A unit member must take disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays, official holidays observed by the University shall not be counted unless the unit member is regularly scheduled to work on such days.

c. A unit member may use up to a total of ten (10) days disability leave during each fiscal year for absences resulting from illness or injury of a member of the unit member's immediate family or household which requires the presence of the unit member. Proper notice and, upon request, appropriate documentation shall be provided by the unit member to the chief administrative officer or designee or, where authorized, the unit member's appropriate supervisor.

5. a. A unit member may be granted up to five (5) days bereavement leave in the event of a death of a member of the unit member's immediate family or household in order to attend the funeral and/or matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the unit member's appropriate supervisor. Bereavement leave under this Article shall be limited to a total of no more than six (6) paid work days per year for each unit member. For the purpose of this paragraph only, if additional time away from work is needed, a unit member may use up to five (5) days disability leave. With supervisory approval, additional disability leave may be used.

b. For the purpose of this article "immediate family" is defined as spouse, children, parents, grandparents, grand children, sisters, brothers, step children, step parents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.

c. A unit member may be granted paid funeral leave to a

maximum of one (1) work day to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces, or nephews provided that in no event shall the total amount of bereavement and/or funeral leave payable to an employee under sections B.5.a and B.5.c of this Article exceed six (6) days per fiscal year.

6. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may by submitting a request in writing require the unit member to furnish verification of the disability in the form of a written statement from the attending physician or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
7. If the chief administrative officer believes that a unit member is unable to perform assigned duties due to illness or injury, the chief administrative officer may remove the unit member from the assigned duties and require the unit member to submit to a medical examination by a physician chosen and paid by the University or, if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.
8. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section B, paragraph 6, of this Article, the chief administrative officer may after consultation with the unit member:
   a. extend the leave without pay pending determination of eligibility for total disability benefits; or

b. extend the leave without pay for up to one year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

When either of the above conditions has been met and the unit member is still unable to return to work the chief administrative officer may:

a. request the unit member's resignation; or
b. terminate the unit member's employment.

9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. Any monthly benefits subsequently paid to or on behalf of a unit member pursuant to a long-term disability insurance plan provided by the University shall be reduced by any amounts paid by the University to a unit member under this Article as disability leave payments within each of the months following six (6) consecutive months of total disability.

C. 1. A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance except that annual leave may be used for this purpose.

2. To be eligible for the benefits of this section of the Agreement, evidence in the form of a subpoena or other available written notification shall be presented to the unit member's immediate supervisor as soon as possible.

D. 1. Full-time regular unit members shall earn annual leave at the rate of one and two-thirds (1 2/3) days per month, or major portion thereof of employment within the unit member's work year for the first fifteen (15) years of service. In subsequent years, full-time unit members shall earn annual leave at

the rate of two (2) days per month, or major portion thereof, of employment within the unit member's work year. Part-time regular unit members shall earn annual leave on a pro-rated basis. Up to forty (40) days of annual leave may be carried forward from year to year.

2. All requests for annual leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take annual leave shall be subject to the consideration of departmental and organizational scheduling but shall not be unreasonably withheld by a supervisor. If a supervisor has been found to have unreasonably withheld approval, the unit member may accumulate the number of days he/she was denied, Section D.1 above notwithstanding.
3. a. When the employment relationship is severed, the campus shall pay the unit member for up to forty (40) days of unused annual leave (plus any received as a result of section D.2 above) provided that the unit member makes a reasonable effort to reduce the unused annual balance between notifying the University of his/her termination and the effective date of the termination. Any accrued annual leave in excess of forty (40) days shall be forfeited by the unit member on the effective date of termination.
   b. Unit members who transfer from the professional bargaining unit to the Clerical, Office, and Laboratory and Technical (C.O.L.T.) bargaining unit may carry forward up to the maximum amount unused annual leave which is permitted to be carried forward from year to year under Article 21, Section C of that agreement. The University shall pay the unit member for any annual leave over said amount provided that the unit member makes a reasonable effort to reduce the unused annual leave balance between notification of the transfer and the effective day of the transfer.
   c. Unit members who transfer from the professional bargaining unit to the faculty bargaining unit on an academic year appointment shall be paid for any unused annual leave provided that the unit member makes a reasonable effort to reduce the unused annual leave balance between notification of the transfer and the effective date of the transfer.

4. Part-time and full-time unit members with appointments of less than twelve (12) months shall receive annual leave on a pro-rated basis except that unit members whose appointments do not require work during periods when the campus student population is absent shall not receive annual leave and holiday benefits.

E. 1. The holidays for unit members during periods of employment except as otherwise specified shall be:

Independence Day — Labor Day — Columbus Day — Veterans Day — Thanksgiving Day — Day after Thanksgiving — Christmas Day — New Year's Day — Washington's Birthday — Patriot's Day — Memorial Day

The date of the observance of the holidays shall be communicated to the Association by the University prior to the start of the fiscal year in which the holidays occur.

Holidays which fall on days when a unit member is required to perform assigned responsibilities shall be taken at a time mutually agreeable to the unit member and the appropriate supervisor.

2. In the event that any of the following occur, Martin Luther King, Jr.'s Birthday shall thereafter be considered to be a holiday.
   a. It is declared by the State of Maine to be a State holiday, or is observed as an official holiday by the State of Maine with respect to its employees, or
   b. It is declared to be an official holiday by the University of Maine with respect to any other bargaining unit of employees.

ARTICLE 20
TUITION WAIVER AND PROFESSIONAL DEVELOPMENT

A. 1. Full-time unit members shall be eligible for a tuition waiver of up to two (2) courses per semester or summer session, not to exceed four (4) credit hours each course. Part-time regular unit members shall be eligible for a tuition waiver of up to one (1) course per semester or summer session, not to exceed four (4) credit hours each course.

2. Such courses shall be contingent on the availability of space. Each campus shall retain the right to designate those non-credit

courses to which tuition waiver will not apply. Space priorities shall be determined in accordance with applicable non-financial admissions criteria.

3. This benefit shall not be applicable when a unit member is on an unpaid leave of absence for longer than ninety (90) days, long term disability or Worker's Compensation. In the event that a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.

B. 1. The dependents of full-time unit members who are full-time students of the University of Maine shall be eligible for a waiver of one-half tuition. Dependents of part-time unit members who are full-time students of the University of Maine shall be eligible for a waiver of one-fourth (1/4) tuition. This waiver does not apply to mini-courses or summer sessions or other non-semester course offerings. For the purpose of this section, dependents shall be defined as unit member's spouse or dependent children.

Children of currently employed unit members who were granted dependent tuition waivers prior to execution of this agreement shall remain eligible to receive such tuition waiver so long as they remain continuously enrolled as full-time students of the University of Maine.

2. In no event shall tuition waivers exceed one-half (1/2) tuition for the spouse or each eligible child of a full-time unit member, or one-fourth (1/4) tuition for the spouse or each eligible child of a part-time unit member.

C. 1. The University will provide assistance and support for the professional development of unit members consistent with the provisions of this Agreement in the amount of $30,000 for the second year of this Agreement effective July 1, 1986 to June 30, 1987.

2. Requests by unit members for University assistance and support for professional development shall be subject to the approval of the chief administrative officer or his or her designee(s).

3. Professional development activities which may be eligible for University assistance and support include:

   a. participation in professional meetings, symposiums, seminars or other conferences;

b. research, study or experience relevant to the unit member's assigned University responsibilities.

4. The amount available to each campus will be determined by prorating the $30,000 fund based on the number of unit members at the campus. For this purpose CO/SWS, including CAPS and MPBN, will be considered a campus. The amount available for use by each campus will be communicated to UMPSA.
5. Distribution of these funds at each campus shall be in accordance with the procedures jointly developed by the parties under the prior collective bargaining agreement. The chief administrative officer of any campus or his or her designee(s) may elect to divide the amount available to the campus into smaller amounts to be awarded at intervals throughout the term of this agreement.

D. Campuses may make available sabbatical leaves to unit members.

ARTICLE 21
USE OF PERSONAL VEHICLE

A. A unit member has the right to use his/her personal vehicle for assigned non-campus University business provided notice is given to the University prior to the travel. Reimbursement shall be as follows:
   1. Where a University vehicle is not available in accordance with University travel policy or where the prior approval has been granted by an appropriate campus authority, reimbursement shall be at the rate of twenty-two (22) cents per mile.
   2. Where a University vehicle is available and a unit member chooses to use his or her personal vehicle, reimbursement shall be at the rate not exceeding twenty-two (22) cents per mile, that the department or administrative unit would be charged by the campus motor pool for the use of a University vehicle, provided that the University vehicle is not required to make the trip at approximately the same time.
   3. No reimbursement shall be made if prior notice regarding the use of a personal vehicle is not given, or if a University vehicle is required to make the trip at approximately the same time.
   4. Only one unit member may receive reimbursement under this provision for each University vehicle for which a personal vehicle is substituted.

5. Reimbursement mileage shall not exceed the lesser of the actual distance traveled on official business or the distance which the University vehicle would have traveled if used. Where a personal vehicle is used for long distances, reimbursement in the amount of air fare shall be provided in lieu of mileage and enroute expenses.

B. If during the term of this agreement, the official University mileage rate is increased above the amount in Section A.1, the new rate shall be implemented for unit members, and the maximum rate in Section A.2 shall be set to equal that new rate.

C. While unit members are accountable for performing all their professional responsibilities, and where such duties may require off-campus travel, a unit member may not be required to utilize his/her personal vehicle. A unit member is obligated to make a reasonable effort to arrange alternative transportation when a University vehicle is not available.

ARTICLE 22
OUTSIDE EMPLOYMENT

A. Outside employment as used in this Article means employment, including self-employment, which is not contracted for through the University and for which any remuneration paid is not paid through the University.

B. Unit members who intend to engage in outside employment, which is related to the unit member's profession, shall promptly report in writing the nature and extent of the proposed commitment to the appropriate supervisor.

C. If the appropriate supervisor believes that the employment conflicts with the unit member's assigned responsibilities, the University's obligations under applicable laws, or constitutes a conflict of interest, the supervisor shall meet with the unit member. If following the meeting the supervisor does not approve the employment, the unit member shall not engage in the employment. The supervisor shall give written reasons for that decision and the unit member may submit a grievance at Step 2 of the grievance procedure. Conflict of interest shall mean such situations as outside employment with a contractor doing business with the University, or performance of services for compensation which the University provides at no charge.

D. No unit member shall use any University resources in connection with any outside employment, unless permission for such use has been obtained in advance and in writing from the supervisor. In the event that University resources are used, the unit member shall reimburse the University for the use of such resources at rates applicable to other non-University users.

E. Unit members shall promptly report in writing to the appropriate supervisor any changes in the nature or extent of outside employment which is required to be reported pursuant to section B of this Article. Any such outside employment which continues from one (1) year to the next shall be reported in writing if such a report is requested by the University.

No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or designee(s) of those individuals.

F. Unit members shall have the right to seek outside employment beyond their assigned responsibilities except as modified by this article.

G. When unit members are engaged in outside employment or expression of personal opinion and the conclusion might reasonably be drawn that they are representing the University, they have a responsibility and an obligation to indicate that they are not University representatives.

ARTICLE 23
BARGAINING UNIT WORK

A. Unit members may have duties and responsibilities which, in whole or in part, are the same as or related to the responsibilities of other University employees. In the event of a reduction in force, the University shall not discriminate in the selection of personnel to accomplish the reduction on account of membership within the unit.

B. The University agrees that it shall not utilize temporary, classified or non-unit employees or volunteers in the performance of responsibilities being performed by unit members in order to undermine the bargaining unit.

ARTICLE 24
NON-DISCRIMINATION

The University and the Association agree not to discriminate with respect to wages, hours, and working conditions based on race, color, religious creed, national origin, sex, or membership or non-membership in the Association. The parties shall comply with applicable provisions of federal and state laws in respect to discrimination in employment because of age.

ARTICLE 25
NO STRIKE OR LOCKOUT

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of law in this regard will not be violated. The Board agrees it will not lock out any or all unit members during the term of this Agreement. There shall be no strikes, slow-downs or interference with the normal operation of the University by the Association or unit members during the term of this Agreement.

ARTICLE 26
PROGRAM ELIMINATION AND TRANSFER

A. In the event that a program is to be eliminated on a campus and transferred to another campus, the unit members affected by such a transfer shall have a right to move with the program.
B. The University shall reimburse documented moving costs and relocation expenses, including temporary housing to those individuals who chose to move with the program up to a maximum of $1,250.

ARTICLE 27
SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with existing state or federal law, the provisions of such state, or federal law shall prevail and, if any provision herein is finally determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void,

but all other valid provisions hereof shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request of either party.

ARTICLE 28
HEALTH AND SAFETY

A. The University shall comply with applicable provisions of federal and state laws and regulations in respect to employment safety and health insofar as they pertain to the working conditions of unit members.

B. The University may adopt policies relating to the regulation of smoking in the work place by unit members.

ARTICLE 29
RETIREMENT

A. 1. The University shall continue the existing TIAA-CREF Retirement Plan for unit members. Contribution rates shall be as follows:

a. University share	8% of unit member's annual base salary
b. Unit member's share	6% of his/her annual base salary
TOTAL	14% of unit member's annual base salary

2. Existing retirement plans other than TIAA-CREF in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University.

B. The University and the Association shall establish a joint committee comprised of an equal number of representatives of each party, the number to be determined by mutual agreement. The committee shall study the existing retirement plans which are applicable to unit members and alternatives thereto and submit a report to the parties. The parties shall negotiate about retirement during negotiations for a successor agreement.

ARTICLE 30
PARKING FEES

Parking fees which are charged to unit members may be established or increased by the University, but the amount of such fees may not exceed the rate which is charged to members of any other bargaining unit.

ARTICLE 31
CONDITIONS OF AGREEMENT

This is a tentative agreement and shall be of no force and effect unless and until all of the following occur:

A. The tentative agreement is approved by the Board of Trustees of the University of Maine;
B. The tentative agreement is ratified by the bargaining unit membership of the Maine Teachers Association/NEA; and
C. The Legislature of the State of Maine authorizes, and the Governor of the State of Maine approves an additional appropriation for the University of Maine for FY '86 in the amount of $6,400,000 and an additional appropriation for the University of Maine for FY '87 in the amount of $6,400,000.

In the event that one or more of the above conditions is not met, this tentative agreement shall be null and void, and negotiations shall be resumed upon request of either party hereto.

ARTICLE 32
DURATION

A. The provisions of this Agreement shall be effective as of the date of its execution or July 1, 1985, whichever comes later unless otherwise specified herein, and shall continue in full force and effective until and including June 30, 1987.
B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.
C. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a suc-

cessor Agreement.

D. The parties shall continue to discuss pending questions relating to the bargaining unit placement of registered nurses. Any agreements resolving such questions shall be effective as of a date agreed by the parties. In the event that such placement questions are not resolved by the parties, either party may refer the matter(s) to the Maine Labor Relations Board for determination.

In witness whereof, the parties hereto have caused this Agreement to be executed as indicated below.

June 3, 1985

For the University of Maine

Patrick E. McCarthy
David Lane
Samuel J. D'Amico
Sheri R. Stevens
Tracy B. Bigney

For the University of Maine Professional Staff Association, MTA/NEA

Paul R. Harrison
Peggy L. Crawford
Sharon Dendurant

Appendix A

UNIVERSITY OF MAINE

PROFESSIONAL AND ADMINISTRATIVE STAFF UNIT

GRIEVANCE FORM

Grievant: _____ Date: _____

CAMPUS: _____ UMPSA Grievance Representative: _____

Department: _____ Mailing Address: _____

Mailing Address: _____ _____

_____ _____

Article(s) and Section(s) of Agreement violated: _____

Statement of grievance (including date of acts or omissions complained of):

Redress sought:

I will be represented in this grievance by: (check one)

☐ UMPSA ☐ Myself

UMPSA grievance representative's signature: _____
(If UMPSA is representing the grievant, an UMPSA representative must sign here)

This grievance was filed with the office of _____ on _____

by (check one) ☐ mail or ☐ personal delivery

Signature of Grievant: _____

Date Received: _____ By: _____ Grievance Number: _____

DISTRIBUTION	ORIGINAL	1ST COPY	2ND COPY
Step 1	Chief Administrative Officer or Designee	Grievant	Campus Grievance Person or UMPSA (Brewer)

BEST COPY AVAILABLE